

2. Under Private Property

All wires and cables placed under private sidewalks, parking areas, driveways, and other private paved areas shall be installed by utilizing a ground-boring or direct pushing technique, rather than excavation or some other technique and, at the request of the property owner, shall be installed in conduit. If installation by ground-boring or direct pushing is not reasonably possible in a particular situation, the Franchisee shall work with the property owner and resident directly affected by such installation to formulate an acceptable alternative installation method and timetable for such installation.

M. Property Restoration. In case of any destruction, damage or disturbance of any public way or private property or any improvement thereon, the Franchisee shall, at its own expense and in a manner approved by the City and the affected property owner, if any, repair, replace and restore such public way, private property or improvement in as good a condition as before said work was commenced. Grass sod, not seed, shall be used for restoration, if requested by the City or the property owner, as the case may be, when excavation occurs.

1. Excavations

Without limitation of the foregoing, all excavated areas shall be refilled with the excavated material on the same day as disturbed and shall be immediately and thoroughly soaked with water to ensure maximum compaction and settlement; provided, however, that granular backfill shall be used where deemed necessary by the City's Engineer.

2. Sod, Landscaping or Other Vegetation

All sod, landscaping or other vegetation which must be removed shall be removed with tools specifically designed for such purpose, shall be removed not more than twenty-four (24) hours in advance of the work requiring such removal, shall be properly replaced, and the ground properly watered, immediately following the completion of such work and shall thereafter be properly watered until fully established.

3. Continuing Responsibility for Restoration

Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration is inadequate, insufficient or fails, the Franchisee shall have a continuing responsibility to perform or reperform all necessary restoration work; provided, however, that the Franchisee shall have no responsibility with respect to damage to trees or shrubs unless reported within twelve (12) months, or with respect to damage to sod unless reported within two (2) months after the initial disturbance by the Franchisee.

4. Failure to Perform Restoration

In the event the Franchisee shall fail to perform any such repair, replacement or restoration, the City shall have the right to do so at the sole expense of the Franchisee and the Franchisee shall reimburse the City for such expense immediately upon written demand therefor supported by relevant invoices or receipts. Should the Franchisee not make such prompt reimbursement, the City shall have the right to draw on the sureties established pursuant to Section 46 (Liability and Indemnification) of this Agreement for such purpose.

N. Removal or Relocation of Fixtures. In the event that the City shall lawfully elect to alter any street, alley, or other public way, the Franchisee, upon reasonable notice by the City, shall remove or relocate as necessary its poles, wires, cables, conduit and other fixtures at its own expense.

O. Use of Water. Whenever the Franchisee's construction or restoration work requires the use of water, the Franchisee shall, before taking any water from the City water system, apply for and obtain approval of such use from the City, and all such water shall be metered and paid for by the Franchisee at prevailing water usage rates.

SECTION 20: Public Relations

Upon receiving approval from the City of the strand map to be submitted in accordance with Section 18 (Installation, Construction Schedules, Plans, Maps and Reports) of this Agreement, the Franchisee shall deliver to the owner or occupant of every building in the City a brief explanation of the type and scheduling of work to be done in the City, the type of damage and disruption that may be necessary during the construction of its cable system, the Franchisee's restoration obligations and the procedures for receipt and resolution of complaints during construction.

In addition: (a) where the Franchisee desires to undertake construction or installation under authority of any easement or right-of-way, the Franchisee shall obtain the consent of the property owner or agent prior to proceeding with any disruption of shrubs, trees, or sod under the control of such property owner or agent, and in any case not later than five (5) days prior to such construction; (b) all employees or agents of Franchisee shall, when working within the City, wear uniforms indicating the name of Franchisee or carry with them identification showing Franchisee as their employer; and (c) Franchisee shall give the City, through the office of the Mayor, written notice at least five (5) days prior to the undertaking of any activity upon any public ways or private property within the City.

All citizen questions, comments, and complaints regarding easements and construction shall be handled by a General Supervisor appointed by the Franchisee to oversee all construction activities for the City. The Franchisee shall provide the General Supervisor with adequate office facilities and an efficient telephone system with a non-toll local telephone number during the period of construction for accepting complaints and inquiries from City staff, residents, and property owners. The telephone shall be manned during regular business hours for the duration of cable system construction.

The General Supervisor shall maintain a log showing (a) the date and time that each complaint is received, (b) a summary of each complaint, and (c) the date and manner of disposition of each complaint. A copy of this log for the preceding two weeks shall be submitted to the City along with the submissions referred to in Section 19(D) (Coordination With City's Representative) of this Agreement.

ST. CHARLES / GENEVA

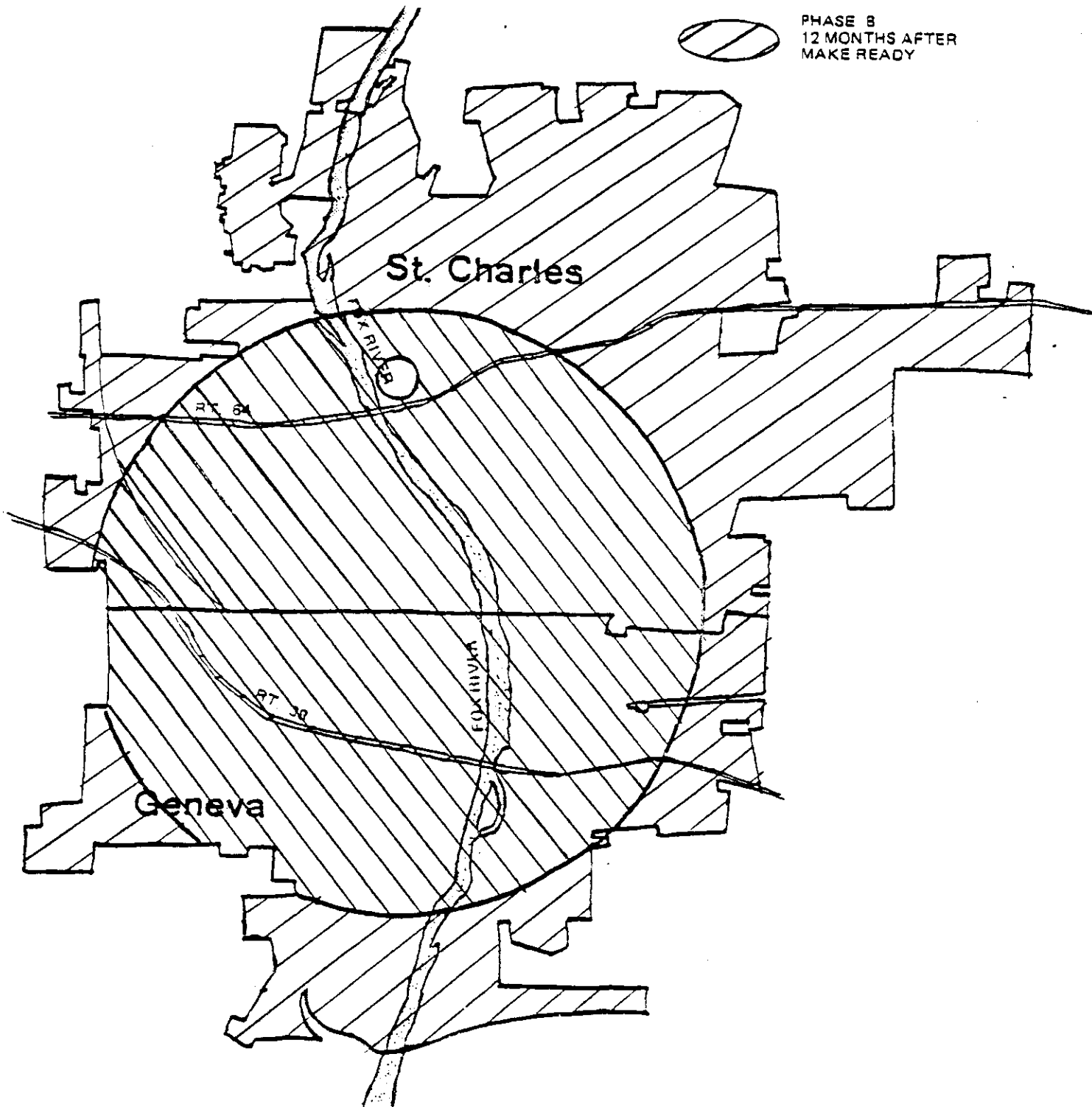
SCHEDULE 1

CONSTRUCTION PHASES

○ HUB PROCESSING CENTER
OFFICE, STUDIO

PHASE A
6 MONTHS AFTER
MAKE READY

PHASE B
12 MONTHS AFTER
MAKE READY



ATTACHMENT E

Section 28. Requests for service and temporary service drops.

- (a) Where a Person living within a newly annexed area of the City requests Installation of Cable Service, such Installation shall be performed within the terms of the line extension policy stated in Section 13(c) hereinabove. A request for Cable Service shall be unreasonable for the purpose of this Subsection if no trunk line or node installation capable of servicing that Person's block has been installed.

- (4) Neither the Grantee nor any affiliate shall apply or seek to apply all or any part of the Franchise Fee as a deduction or other credit from or against any of said City taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of the Grantee and its affiliates.
- (5) Except as authorized by law, if the Grantee or any affiliate applies or seeks to apply all or any part of the amount of the Franchise Fee as a deduction or other credit from or against any City tax or other fee or charge, or if the Grantee or any affiliate applies or seeks to apply all or any part of any such tax or other fee or charge as a deduction or other credit from or against the Franchise Fee, then, in any such event, such action will be deemed a violation of this Ordinance subject to the provisions of Section 43 herein.
- (j) The City may increase the Franchise Fee if and to the extent that the maximum allowable Franchise Fee is increased by an act of the United States Congress or the FCC. If the City desires to increase the Franchise Fee in that event, then the City shall provide at least thirty (30) days written notice to the Grantee. If, within thirty (30) days after the City's notice, the Grantee so requests, the City shall conduct a public meeting on the Franchise Fee increase. The effective date of the proposed Franchise Fee increase shall be delayed until the expiration of the thirty (30) day notice period, if within that period the Grantee does not request an opportunity to be heard at a public meeting , or if an opportunity to be heard at a public meeting is requested, until the conclusion of the public meeting conducted pursuant to this Subsection.

Section 13 (c)

(c) Line extensions:

Following completion of construction within the Franchise Area, each Grantee shall extend its Cable System and make Cable Service available to areas newly annexed by the City which do not yet receive Cable Service as follows:

- (1) Along Public Streets or parts of Public Streets of newly annexed areas, beginning at the boundary of the prior Franchise Area or at any trunk or feeder line extension beyond the prior Franchise Area within one (1) month after any such Public Street reaches a minimum density of twenty (20) Dwelling Units per street mile, and,
- (2) Concurrently with the installation of utility lines to newly annexed developing areas having a planned minimum density of twenty (20) Dwelling Units per street mile, which lie contiguous to the boundary of the prior Franchise Area or at the end of any trunk or feeder line extensions beyond the prior Franchise Area.
- (3) Any Grantee, in its new or renewal application or proposal, may propose a line extension policy which will result in serving more residents of the newly annexed areas of the City than as required above, in which case, the Grantee's proposal will be incorporated by reference in the Franchise Agreement, and will be binding on the Grantee.

- (4) A Grantee shall extend and make Cable Television Service available to any isolated resident outside the initial service area requesting connection at the standard connection charge, if the connection to the isolated resident would require no more than a standard one hundred twenty-five (125) foot drop line.
- (5) In areas not meeting the requirements for mandatory extension of service, the Grantee shall provide, upon the request of a potential Subscriber desiring service, an estimate of the Grantee's costs required to extend service to the subscriber. The Grantee shall then extend service upon request of the potential Subscriber. The Grantee may require advance payment or assurance of payment satisfactory to the Grantee. In the event the area subsequently reaches the density required for mandatory extension, such payments shall be refunded to the Subscriber.

ATTACHMENT F

SECTION 27: Extension of System

As new areas are annexed into the City, the Franchisee shall extend its system so that cable communications service is available to all newly-annexed areas. Cable services provided in all expansion areas shall be identical to those provided elsewhere in the City, and the Franchisee shall utilize state-of-the-art equipment, facilities, and construction techniques in extending the cable system.

The City shall initiate system extension into newly-annexed areas by letter request to the Franchisee. After receipt of such letter request, the Franchisee shall obtain the licenses, permits, and other authorizations required by Section 18 (Installation, Construction Schedules, Plans, Maps and Reports) of this Agreement, and shall also submit for approval detailed engineering plans to the City's Engineer specifying the technical configuration of the extension and providing a timetable for extending the system as requested. The plans shall contain the same information and shall be in the same format as required by Section 18 of this Agreement for construction of the initial system. Further, Franchisee shall extend and make cable service available in such areas (a) along streets or parts of streets of newly-annexed areas, beginning at the boundary of the Franchise Area or at any trunk or feeder line extension beyond the Franchise Area within ninety (90) days after any such street reaches a minimum density of forty (40) dwelling units per cable mile and, (b) concurrently with the installation of utility lines to the newly-annexed developing areas having a planned minimum density of forty (40) dwelling units per cable mile, which areas lie contiguous to the boundary of the Franchise Area or at the end of any trunk or feeder line extensions beyond the franchise area; provided, however, that notwithstanding anything to the contrary herein, in the event electric distribution lines or telephone distribution lines are above ground in said areas, Franchisee shall be permitted to initially install its cable lines above ground at times that there is a minimum density of forty (40) dwelling units per cable mile or more. The same construction standards that apply

with respect to initial system construction shall apply with respect to all extensions of the system.

Section 17. Forms of Security

- (a) Initial Franchises only: Within fifteen (15) days after the award of an initial Franchise, the Grantee shall deposit with the City either a cash escrow deposit, a faithful performance license, or an irrevocable letter of credit from a financial institution running to the City in the penal sum of two hundred thousand dollars (\$200,000.00.) which may be used for removal of the Cable System plant in the event of the termination or revocation of a Franchise as stated in Section 36 of this Ordinance, and a cash security deposit in the amount of ten thousand dollars (\$10,000.00.) The form and content of any such escrow agreement or letter of credit shall be reviewed by the City Attorney and approved by the City Council.
- (b) Within fifteen (15) days after the award of a renewal Franchise, the Grantee shall deposit with the City an irrevocable letter of credit from a financial institution acceptable to the City Council in the amount of fifty thousand dollars (\$50,000.00) and a cash security deposit in the amount of ten thousand dollars (\$10,000.00) The form and content of such letter of credit shall be approved by the City's attorney and approved by the City Council.
- (c) The letter of credit and cash security deposit shall be used to ensure the faithful performance of the Grantee of all provisions of this Ordinance, and to ensure compliance with all orders, permits and directions of any agency, commission, board, department, division, or office of the City having jurisdiction over its acts or defaults under this Ordinance, and to ensure the payment by the Grantee of any claims, liens, and taxes and penalties assessed pursuant to Section 43 of this Ordinance due the City which arise by reason of the construction, operation or maintenance of the System.

- (d) Said cash escrow deposit or letter of credit, and cash security deposit shall be recoverable from the escrow agent or principal and sureties, or from the cash security deposit, by the City for all damages and costs, whether direct or indirect, resulting from the failure of the Grantee to well and faithfully observe and perform any provision of this Ordinance or the Franchise Agreement.
- (e) Such damages and costs shall be deemed to include, as a minimum, and without limitation, any expenses as may be incurred by the City as a result of the Grantee's failure to comply with the obligations imposed by this Ordinance and the Franchise Agreement including, but not limited to, the cost of removal or abandonment of any property, or other costs which may be in default, which costs shall be conclusively presumed to amount to a sum equal to at least the escrow deposit, or the penal sum of such letter of credit. The rights reserved to the City with respect to the cash escrow or letter of credit and cash security deposit are in addition to all other lawful rights and remedies of the City, whether reserved by the Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit and security deposit shall affect any other lawful right the City may have.
- (f) The, cash escrow or letter of credit and cash security deposit shall be maintained at the amount established herein for the entire term of the Franchise, even if amounts have to be withdrawn pursuant to this Ordinance. Grantee shall promptly replace any amounts withdrawn from the cash escrow or letter of credit or cash security deposit.
- (g) If the Grantee fails to pay to the City any compensation within the time fixed herein; or fails to pay to the City any penalties assessed on taxes due and unpaid; or fails to repay the City any damages, costs or expenses which the City incurs as a result of the Grantee's failure to comply with all rules, regulations, orders, permits, and other directives of the City issued pursuant to a Franchise or which the City is compelled to pay by reason of any act or default of the Grantee in connection with a Franchise; or fails to properly and adequately restore any Public Street, Public Way, public property or private property disturbed by the Grantee's activities; or fails to pay any costs incurred by the City in connection with the award of any Franchise or renewal Franchise; or otherwise fails to faithfully perform the duties and responsibilities of a Franchise, then the City may withdraw money from the letter of credit or cash security fund in accordance with the procedures set forth in Subsection (h) below.
- (h) The City shall provide Grantee with written notice informing Grantee that such amounts are due to the City. The written notice shall describe, in reasonable detail, the reasons for the assessment. The Grantee shall have thirty (30) days subsequent to receipt of the notice within which to cure every failure cited by the City or to notify the City that there is a dispute as to whether Grantee believes such amounts are due the City. Such notice by the Grantee to the City shall specify with particularity the basis of Grantee's belief that such monies are not due the City.

- (i) Any letter of credit shall contain the following endorsement: "It is hereby understood and agreed that this letter of credit may not be canceled by the issuer bank nor the intention not to renew be stated by the issuer bank until thirty (30) days after receipt by the City, by registered mail, of a written notice of such intention to cancel or not to renew."
- (j) Except as noted below, receipt of the thirty (30) day notice by the City shall be construed as a default granting the City the right to immediate payment from the issuer bank of the amount from the letter of credit necessary to cure the default. Grantee shall be entitled to cure the conditional default within fifteen (15) days of receipt of the aforementioned thirty (30) day notice.
- (k) The City, at any time during the term of a Franchise, may waive, in writing, Grantee's requirement to maintain a cash escrow, letter of credit or cash security deposit.

Section 18. Construction security.

- (a) Prior to being approved for an initial installation of a Cable System, the Grantee shall file with the City a construction letter of credit in the amount of not less than 110 percent of the costs to install the Cable System in the Franchise Area contained in the application proposal in favor of the City. This letter of credit shall be maintained throughout the construction period and until such time as determined by the City, unless specified in the Franchise Agreement.
- (b) Prior to being approved for a reconstruction or upgrade of the system that involves significant excavation or other disturbance of Public Streets and/or Public Ways, the Grantee shall file with the City a construction letter of credit in the amount of not less than one hundred thousand dollars (\$100,000.00.) This letter of credit shall be maintained throughout the upgrade period and until such time as determined by the City based upon notification of the completion of the upgrade by the Grantee, unless specified in the Franchise Agreement. Upon the City's determination that the upgrade or reconstruction of the Cable System is complete, the requirement for the construction letter of credit shall be rescinded.
- (c) In the event that the Grantee constructs, reconstructs, or upgrades the Cable System after the initiation of upgrade or rebuild and if the Grantee fails to diligently pursue and complete the construction of the installation or upgrade of its cable system, or fails to well and truly observe, fulfill and perform each term and condition of this Ordinance or of the Franchise as it relates to construction, installation or upgrade of the system, then there shall be recoverable jointly and severally, from the principal and surety of the letter of credit, the cost of completing such construction and any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorney's fees, including the City's legal staff, and costs, up to the full amount of the letter of credit. This Section shall be an additional remedy for any and all violations outlined in Section 17(g).

- (d) The letter of credit shall contain the following endorsement: "It is hereby understood and agreed that this letter of credit may not be canceled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the City, by registered mail, a written notice of such intent to cancel or not to renew."
- (e) Upon receipt of a thirty (30) day notice, this shall be construed as default granting the City the right to demand payment on the letter of credit.
- (f) The City, at any time during the term of this Ordinance, may, in writing, waive or reduce Grantee's requirement to maintain a construction letter of credit.

Section 19. Liability and insurance.

- (a) The Grantee shall maintain and by its acceptance of a Franchise specifically agrees that it will maintain throughout the term of the Franchise, general comprehensive liability insurance insuring the Grantee and the City and the City's officers, boards, commissions, elected and appointed officials, agents, and employees, with regard to all claims mentioned hereinbelow in the minimum amounts of:
 - (1) \$5,000,000.00 for bodily injury or death to any one Person, within the limit of ten million dollars (\$10,000,000) for bodily injury or death resulting from any one accident
 - (2) \$5,000,000.00 for property damage, including damage to City property, from any one accident;
 - (3) \$5,000,000.00 for all other types of liability resulting from any one occurrence;
 - (4) Workers Compensation Insurance within statutory limits of not less than \$100,000.00.
 - (5) The Grantee shall carry and maintain in its own name automobile liability insurance with a limit of \$5,000,000 for each person and \$5,000,000 for each accident for property damage with respect to owned and non-owned automobiles for the operation of which the Grantee is responsible.
- (b) All policies of insurance required by this Section shall be placed with companies which are qualified to write insurance in the State of Illinois and which maintain throughout the policy term a General Rating of "A-" and a Financial Size Category of "B+XIII" as determined by Best Insurance Rating Services unless otherwise specified by the Franchise Agreement.

- (c) Certificates of Insurance obtained by the Grantee in compliance with this Section must be approved by the City Attorney and such insurance policy certificate of insurance, shall be filed and maintained with the City Clerk during the term of the Franchise. The Grantee shall immediately advise the City Attorney of any litigation that may develop that would affect this insurance.
- (d) Should the City Attorney find a document to be in non-compliance, then the City Attorney shall so notify a Grantee and Grantee shall be obligated to cure the defect.
- (e) A Grantee may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection (A) of this Section. If Grantee self-insures, it is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection (e) hereinbelow or the requirements of Subsections (d) and (g) of this Section. If a Grantee elects to self-insure, it shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements under Subsection (A) of this Section, such as evidence that a Grantee is a "private self insurer" under the Workers Compensation Act.
- (f) Neither the provisions of this Section, nor any damages recovered by the City thereunder, shall be construed to or limit the liability of the Grantee under any Franchise issued hereunder or for damages.
- (g) Such insurance policies provided for herein shall name the Grantor, its officers, boards, commissions, agents and employees as additional insured, and shall be primary to any insurance carried by the Grantor. The insurance policies required by this Section shall be carried and maintained by the Grantee throughout the term of the Franchise and such other period of time during which the Grantee operates or is engaged in the removal of its cable system. Each policy shall contain a provision providing that the insurance policy may not be canceled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the City, by registered mail, of written notice of such intention to cancel or not to renew.
- (h) If a Grantee uses any subcontractors ("Subcontractors") to perform any work relating to the Cable System, Grantee will be responsible for supervision, quality control, payment, and insurance of and for all work performed by the Subcontractors. Grantee will insure that all Subcontractors are operating in compliance with all applicable federal and state laws and local ordinances. Subcontractors will be as specified in required permits if the work to be done requires a permit.

ATTACHMENT H

C. Insurance and Cash Escrows or Letters of Credit. All policies of insurance, cash escrows and letters of credit required by Section 46 (Liability and Indemnification) of this Agreement shall be in full force and effect prior to, and evidence thereof shall be submitted at the time of, commencement of any construction. The cash escrows and letters of credit shall be in the form and shall contain the provisions specified in Exhibit D to this Agreement.

SECTION 46: Liability and Indemnification

A. Hold Harmless. The Franchisee shall save and hold the City, its corporate authorities, officers, boards, commissions, employees and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty (hereinafter referred to as "claims") arising out of, resulting from, or alleged to arise out of or result from, the construction, erection, installation, operation, maintenance of, or other activity connected with such Franchisee's cable system, except (1) liability for nonpayment of copyright fees by users of the channels allocated to the City pursuant to Section 29 (Channels Allocated to Municipalities) of this Agreement, whether such acts or omissions are those of the Franchisee, a user, the City or their officers, employees, agents or contractors and whether or not any such act or omission is authorized, allowed or prohibited by the Cable Communications Ordinance or this Agreement, or was approved by the City pursuant to its approval authority as set forth in this Agreement or as assumed by the City; or (2) liability resulting from the sole negligence of the City, its elected or appointed officers or employees. If any claim is asserted against the

City for which indemnification may be sought under the provisions of this Subsection, the City shall notify promptly the Franchisee of such claim and thereafter shall permit the Franchisee at its expense to participate in the negotiation and settlement of any such claim and to join in the defense of any legal action arising therefrom, and shall cooperate fully with the Franchisee in all such negotiations or defense efforts.

B. Defense Expense. The Franchisee shall pay all expenses incurred by the City in defending itself with regard to any and all claims mentioned in Subsection A hereof. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the City.

C. Insurance Requirements. The Franchisee shall maintain at its own expense throughout the term of such franchise:

1. General comprehensive liability insurance insuring the City and the Franchisee with regard to all claims mentioned in Subsection A above in the minimum amounts of:

(a) Five million dollars (\$5,000,000) for bodily injury or death to any one person, within the limit, however, of ten million dollars (\$10,000,000) for bodily injury or death resulting from any one accident;

(b) Two million dollars (\$2,000,000) for property damage, including damage to City property, resulting from any one accident; and

(c) Two million dollars (\$2,000,000) for all other types of liability resulting from any one occurrence.

2. Adequate coverage to meet liability under the Illinois Structural Work Act;

3. Workers Compensation Insurance within statutory limits and Employers' Liability Insurance of not less than one hundred thousand dollars (\$100,000); and

4. Comprehensive Automobile Insurance coverage as reasonably required by the City.

The City has the right to require the Franchisee to increase any of its insurance coverages, on successive three (3) year anniversary dates of the policy, to an amount equal to the original amount of such coverage required plus ten (10) percent of such original amount for every year the franchise has been in effect.

All policies of insurance required by this Subsection shall be placed with companies which are qualified to write insurance in the State of Illinois by the Illinois Director of Insurance

and which maintain throughout the policy term a General Rating of "A" and a Financial Size Category of "XV" as determined by the A. M. Best Company. No insurance policy which provides for a deductible in excess of one hundred thousand dollars (\$100,000) shall be accepted to meet the requirements of this Section. For the duration of this Agreement, the Franchisee shall maintain on deposit with the City a cash escrow in addition to all other required escrows equal in amount to all policy deductibles; said escrow shall be so conditioned as to ensure the Franchisee's payment of proper and valid claims subject to such deductibles. Interest on such escrows shall accrue to the benefit and use of the Franchisee.

D. Surety for Performance. The Franchisee shall provide, from a financial institution approved by the City, a letter of credit for the City in the total penal sum of four hundred thousand dollars (\$400,000). Such letter of credit shall be established in full on or before the Franchisee files written acceptance of the Franchise pursuant to the Cable Communications Ordinance. Copy of the form of the letter of credit is attached hereto as Exhibit "D".

When three thousand (3000) regular subscribers are connected to the system and a performance test of the super trunk is satisfactory completed under FCC Rule, Article 76-601C, the amount of the letter of credit may be reduced to two hundred thousand dollars (\$200,000). Such reduced letter of credit shall be maintained by the Franchisee for the remaining term of this Agreement. Said letter of credit shall be conditioned that the Franchisee shall well and truly observe, fulfill and perform each term and condition of this Agreement and the Cable Communications Ordinance and that in case of any breach of condition of the letter of credit, the amount thereof shall be recoverable from the surety to the City for all damages and costs, whether direct or indirect, resulting from the failure of the Franchisee to well and faithfully observe and perform any provision of this Agreement or said Ordinance. The City's right to recover under the letter of credit shall be in addition to any other rights retained by the City under said Ordinance, this Agreement or other applicable law.

In addition to the requirement above stated, Franchisee shall maintain at its own expense, and by its acceptance of a franchise be deemed to have agreed that it will maintain on deposit in the City of St. Charles throughout the term of this Agreement, a cash escrow in the amount of ten thousand dollars (\$10,000) in a form of content acceptable to the legal counsel for the City. The cash escrow shall be conditioned in the same manner as the aforesaid letter of credit and may be drawn on by the City to compensate itself for any of the damages or costs specified herein. In particular, but without limitation, such escrow shall be drawn on in the case of any default or failure of the Franchisee to pay any fees, penalties, claims, liens or taxes due to the City. Upon drawing on such cash escrow for any

reason, the City shall notify the Franchisee, and the Franchisee shall, within three (3) days of receipt of such notification, take all action required to restore the escrow to its original full amount. The rights reserved to the City with respect to the cash escrow are in addition to all other rights of the City, whether reserved by this Agreement or the Cable Communications Ordinance, or otherwise authorized by law, and no action, proceeding or exercise of a right with respect to such cash escrow shall affect any other right the City may have.

Such above described letter of credit shall be conditioned on the Franchisee's observation, fulfillment and performance of each term and condition of the Cable Communications Ordinance and this Agreement. In case of any breach of such condition of the letter of credit, the amount thereof shall be available to the City as compensation for all damages and costs, including attorneys' and experts' fees and other expenses of enforcement or litigation, whether direct or indirect, resulting from the failure of the Franchisee to observe, fulfill and perform any provision of the Cable Communications Ordinance or this Agreement.

Such damages and costs shall be deemed to include, in addition to ascertainable damages and costs, elements of damage associated with the loss of the City's bargain, the delay in having satisfactory cable communications services available in the City and the necessity for seeking and evaluating substitute services, which elements of damage, being difficult or impossible to ascertain or prove, shall be conclusively presumed to amount to a sum equal to at least the City's pro rata portion of such letter of credit and the City shall have no obligation to prove such elements of damage in order to be entitled to receive its pro rata portion of such escrow nor any obligation to devote such to the completion, connection, operation or removal of the Franchisee's cable system, all of which shall remain the obligation of the Franchisee. In particular, but without limitation as to the foregoing, the City shall have the absolute right to draw on such escrow in the case of any default or failure of the Franchisee to pay any fees, penalties, claims, liens or taxes due the City under the Cable Communications Ordinance or any other law or under this Agreement.

Upon drawing on such escrow for any reason, the City shall notify the Franchisee, and the Franchisee shall, within three (3) days of the receipt of such notification, take all action required to restore the escrow to its original full amount.

The rights reserved to the City with respect to the escrow herein required are in addition to all other rights of the City, whether reserved by the Cable Communications Ordinance or this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such escrow shall affect any other right or remedy the City may have.

E. Form of Documents; Renewal; Cancellation. All insurance policies and escrows and other assurances of performance required by this Section must be approved by the City before becoming effective and copies of such documents, along with written evidence of payment by the Franchisee of required premiums or fees shall be filed and maintained with the City.

A certificate of renewal of any such document shall be filed with the City at least thirty (30) days prior to the date of its expiration. If, in the alternative, the Franchisee proposes to secure a new document instead of renewing an existing document, the Franchisee shall, at least thirty (30) days prior to the expiration date of any such existing document, submit to the City a copy of the proposed new document and such proposed new document shall become effective upon the expiration date of such expiring document only if the City has approved the terms and conditions of such new document. The Franchisee shall comply with all applicable provisions of this Section as to any such new document.

All such documents shall contain a provision requiring at least thirty (30) days written notice to both the City and the Franchisee of any cancellation, termination, reduction of coverage, revision or other expiration or modification and shall provide that no such expiration or modification shall be effective prior to thirty (30) days following such notice.

ATTACHMENT I

Section 14. Construction and technical standards.

The following construction standards shall apply to all Grantees operating a Cable System within the Franchise Area:

- (a) Construction, installation and maintenance of the Cable Television System shall be performed in an orderly and workmanlike manner. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.
- (b) The Grantee shall at all times comply with the most recent version adopted by the City of:
 - a. National Electrical Safety Code (National Bureau of Standards);
 - b. National Electrical Code (National Bureau of Fire Underwriters);
 - c. Applicable FCC or other federal, state and local regulations.
- (c) In any event, the System shall not endanger or interfere with the safety of persons or property in the Franchise Area or other areas where the Grantee may have equipment located.
- (d) Any antenna structure used in the System shall comply with construction, marking, and lighting of antenna structure, required by the United States Department of Transportation.
- (e) All towers, antennas, satellite receiving stations, and other exposed equipment, including Subscriber Drops and power supplies of Grantee used in the provision of Cable Service shall be properly grounded in accordance with the National Electrical Code and the National Electrical Safety Code.
- (f) All working facilities and conditions used during construction, installation and maintenance of the System shall comply with the standards of the Occupational Safety and Health Administration and the Illinois Department of Labor.

- (g) The Grantee regularly shall check radio frequency leakage at reception locations for emergency radio services to prove that no interference signal combinations are possible. Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to prove no interference to airborne navigational reception in the normal flight patterns. FCC rules and regulations shall govern.
- (h) The Grantee shall maintain equipment capable of providing standby power for Headend, node sites, transportation and trunk amplifiers for a minimum of four (4) hours.
- (i) Plans & Permits.
 - (1) Right to review; briefings.
 - a. The City and a Grantee shall follow the provisions of the Pole Attachment Ordinance, Ordinance No. 1982-M-53, as now or hereafter amended.
 - b. The City shall have the right to review the Grantee's construction plans and specifications prior to the commencement of any new construction to assure compliance with the standards specified in this Ordinance and to inspect all aspects of Cable System construction. The City shall not, however, be required to review or approve such plans and specifications or to make such inspections, and the City specifically disclaims such obligation. The Grantee shall be solely responsible for taking all steps necessary to assure compliance with such standards and to ensure that the Cable System is installed in a safe manner and pursuant to the terms and conditions of this Ordinance and the Franchise Agreement.
 - c. Before beginning new construction of, or on any part of, the Cable System, the Grantee's chief engineer or designated individual shall meet with the City Administrator or designated individual to explain the Grantee's construction plans and work program in detail. Similar briefings shall be held from time to time as deemed necessary by either the City or the Grantee until the work is completed.
 - d. If a property owner elects to allow construction and installation of wires, conduits, vaults, or other appurtenances of the Cable System on the owner's property, then the owner shall be required to grant the Grantee an easement, in form reviewed and approved by the City's attorney, allowing for such construction and installation. No construction or installation shall be granted without the Grantee first having obtained the easement along with written approval of the City, and that of the property owner.

- (2) The Grantee shall, within ninety (90) days after the completion date of Cable System construction, reconstruction, or upgrade, furnish to the City complete "as-built" plans of the Cable System and shall, thereafter, furnish to the City amendments to such plans within forty-five (45) days after completion of any extension or modification of the Cable System. If so requested by the Grantee, the City shall keep such as-built plans confidential to the extent allowable by law, and shall show such plans only to those employees, contractors or City officials who need to see them as a part of their responsibilities to the City, or pursuant to their J.U.L.I.E. responsibilities. In the event that the City implements a Geographic Information System (GIS), the Grantee shall provide "as-built" plans in an electronic format (such as Autocad) which is compatible with GIS software used by the City.
- (3) The Grantee shall obtain permits from the City before commencing any new construction of or within the Cable System, with specific permission being required for the opening or disturbance of any Public Street or Public Way within the City. The permit application shall include a plan drawn in sufficient detail to demonstrate to the City that the Cable System will be constructed in accordance with all applicable codes and ordinances. Where cable is to be installed on existing poles, the permit application shall include a drawing showing the existing poles and additional poles, if requested. No construction or other work relating to such facilities within the Public Streets or Public Ways of the City shall be commenced until the City shall have approved and issued a permit on the plans, specifications and methods for such work. Any such permit may be so conditioned or restricted as deemed necessary by the City to protect the public health and safety.
- (4) Without characterizing the violation of other provisions of this Ordinance, the failure to obtain said permits shall constitute a material violation of this Ordinance.
- (5) Before the commencement of new construction of, or on any part of, the Cable System, a Grantee shall become and remain a member of the J.U.L.I.E. system.
- (j) All work involved in the construction, operation, maintenance, repair, and removal of the Cable System, or any part thereof, shall be performed in a workmanlike manner using materials of good and durable quality. If, at any time, it is determined by the City or any other agency or authority of competent jurisdiction that any part of the Cable System, including without limitation any means used to distribute signals over or within the Cable System, is harmful to the health or safety of any Person, then the Grantee, at its sole cost and expense, shall promptly correct all such conditions. Any contractor, subcontractor, or other Person proposed to be employed for the installation, maintenance, relocation, or repair of Cable System equipment or facilities shall be licensed in accordance with applicable laws and shall be thoroughly experienced in the work for which he or she is retained.

- (k) Unless expressly provided otherwise in a Franchise Agreement, the Grantee shall at all times comply with any and all rules and regulations enacted or to be enacted by the City with reference to construction activity in Public Streets and Public Ways. All poles, wires, conduits, cables, equipment, pipes, appurtenances, structures, and other facilities of the Cable System shall be installed and located in compliance with all applicable City codes and ordinances and the applicable provisions of the Franchise so as to cause minimum interference with the rights and reasonable convenience of the general public, all as determined by the City in its sole and absolute discretion.
- (l) Excavation Work and Time Periods.
 - (1) No excavation on or in any Public Street, Public Way, public property or private property in the City permitted hereunder in connection with the installation of any Cable System facilities shall be made more than twenty-four (24) hours immediately before installation of such facilities. The Grantee may apply for a waiver in unusual circumstances.
 - (2) The Grantee shall notify the Director of Public Works at least seventy-two (72) hours before any excavation on or in any Public Street, Public Way, public property or private property so that the Director of Public Works will have the opportunity to inspect such excavation work. The Grantee shall notify owners of private property at least seventy-two (72) hours before any excavation on their private property.
 - (3) All excavations in lawns or grassy parkways shall be backfilled, tamped and restored with sod within thirty (30) calendar days in accordance with the applicable provisions of this Ordinance.
- (m) Location of Pedestals and Vaults.
 - (1) Pedestals and Similar Above Ground Appurtenances.
 - a. The City has determined that pedestals and similar aboveground appurtenances located on a Public Street or Public Way (other than in an alley or as provided in Paragraph c below) or on public property will adversely affect the appearance of the City and of the property therein and, accordingly, pursuant to Section 541(a)(2) of the Cable Act, the Grantee shall not under any circumstances install or locate a pedestal or any similar above ground appurtenance on any Public Street or Public Way (other than in an alley or as provided in Paragraph c below) or on any public property as a part of any new construction or any relocation or reinstallation.